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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	:	
	:	
THE GREAT ATLANTIC & PACIFIC TEA	:	Case No.: 15-23007 (RDD)
COMPANY, INC., et al., ,	:	
	:	Chapter 11
	:	
Debtors.	:	

AFFIDAVIT OF ROGER KRUVANT

ROGER KRUVANT, of legal age, deposes upon his oath and states as follows:

1. I am a Partner in Forsons Associates ("Forsons").
2. I make this Affidavit in support of an objection, by Forsons, to a "Notice Establishing Cure Costs" ("Cure Cost Notice") filed by the Debtor with respect, inter alia, to the Forsons Lease.
3. Forsons is the owner of premises leased to Debtor from which Debtor operated a Pathmark store identified as Store No. 72-261 in Exhibit "A" to Debtor's Notice of Cure ("Pathmark Store"). That Lease Agreement is dated February 26, 1971, and was originally between Forsons Associates and Sidney Finkel and Janice Finkel, as Landlord and the Grand Union Company, as Tenant.
4. In Debtor's Notice of Cure, Debtor lists the Cure Amount in connection with the Forsons' Lease as "\$0". That Cure Amount is, in fact, incorrect.
5. Under its Lease with Forsons, the Debtor was responsible for payment of rent, C.A.M., percentage rent, real estate taxes and common area excess electric.

6. Debtor's store ceased doing business in late November, 2015.
7. Forsons, in order to prevent damage to the premises, arranged to have the utilities charged to itself to ensure that electricity and heat was maintained in the building.
8. Notwithstanding that the Debtor now alleges that the Cure Amount is "\$0", Debtor previously conceded that it owed Forsons at least \$31,667. (See, Debtor's 9/25/15 Notice of Assumption, Assignment and Cure Costs with respect to additional contracts of Debtors (Document #1090, Item #39.) (The actual amount owed at that time was \$31,997.05.) (See, Exhibit "A" hereto which is a true copy of an accounting of amounts due from Debtor.)
9. Further, Forsons is owed an additional \$22,621.24 in post-Petition rent, C.A.M., common area excess electric, and percentage rent monthly charges through January, 2016, together with real estate taxes billed to date and utilities paid by landlord and as yet (and, as such, unknown) utility charges.
10. Based on the foregoing, Forsons Associates respectfully requests that the Court enter an Order (i) sustaining this objection; (ii) entering an Order establishing, as at January 1, 2016, the amount of Cure with respect to Forsons Associates' Lease with Debtor for Store No. 72-261 as \$54,596.40 (\$31,997.05 pre-Petition + \$22,621.24 post-petition); and (iii) permitting Forsons Associates an additional sixty (60) days to file additional documentation showing additional cure amounts incurred subsequent to January 1, 2016.


ROGER KRUVANT

Sworn and Subscribed to before
me this 21st day of January, 2016


Notary Public

PAULA M. JOHNSON
A Notary Public of New Jersey
My Commission Expires May 15, 2020